



ATTORNEY DOCKET NO. 120-54-PA

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of )

Wenjie Li et al. )

Serial No.: 10/061,510 )

Filed: February 1, 2002 )

For: CLEAR MICELLIZED FOR- )  
MULATIONS OF BETA - )  
CAROTENE AND METHOD )  
OF TREATING LEUKO- )  
PLAKIA )

Examiner: Brian Kwon

Group Art Unit: 1614

Anaheim, California

Certificate of Mailing

I hereby certify that this correspondence is being deposited on 11-10-03 with the United States Postal Service as first class mail in an envelope addressed to Mail Stop Non-Fee Amendment Commissioner of Patents, P.O. Box 1450, Alexandria Virginia, 22313-1450

  
Toni Whyte

November 10, 2003  
Date

**TERMINAL DISCLAIMER TO OBVIATE  
A DOUBLE PATENTING REJECTION  
OVER A COPENDING APPLICATION**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia, 22313

11/17/2003 FFANAEIA 00000032 10061510

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Dear Sir:

Petitioner, MICELLE PRODUCTS INC. is the owner of one-hundred percent (100%) interest in the instant application. A copy of the assignment from the original inventor(s) to Petitioner of instant is submitted herewith. Said assignment is recorded on Reel 012555 Frame 0694 in the Patent Office assignment records. Petitioner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of any patent issuing from copending application serial number 10/348,241, filed on January 21, 2003. A copy of the assignment from the original inventor(s) to Petitioner application serial number 10/348,241, filed on January 21, 2003 is submitted herewith. The latter assignment is recorded on Reel 013700 Frame 0430 in the Patent Office's assignment records. Petitioner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent issuing from copending application serial number 10/348,241 are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of any patent issuing from copending application serial number 10/348,241, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held

unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned (whole title is supplied below) is empowered to act on behalf of the organization.

I have reviewed the assignment documents mentioned above and I certify that to the best of my knowledge the titles to the instant application and to copending application serial number 10/348,241, filed on January 21, 2003 are in the Petitioner.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: November 7, 2003 By: Gabor L. Szekeres  
Gabor L. Szekeres  
Attorney of record

Registration Number 28,675

Law Offices of Gabor L. Szekeres  
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Anaheim CA 92808  
Tel: 714 998 3295  
Fax: 714 998 3296

## ASSIGNMENT

**WHEREAS, Wenjie LI, Edward ALOSIO, David A. RUTOLO, Jr., Bricini Faith (Bim) DEMA-ALA** residing at 12 Cape Victoria, Aliso Viejo, CA 92656; 30882 Via Colinas, Cota De Caza, CA 92679; 27 Golf Ridge Drive, Dove Canyon, CA 92679; and 166 Matisse Circle, Aliso Viejo, CA 92656 respectively (hereinafter referred to as **ASSIGNORS**), are co-inventors of a certain invention entitled: **CLEAR MICELLIZED FORMULATIONS OF BETA-CAROTENE AND METHOD OF TREATING LEUKOPLAKIA** for which application for patent of the United States is filed herewith.

**WHEREAS, MICELLE PRODUCTS, INC.**, a California corporation having a place of business at 25131 Arctic Ocean, Lake Forest, California 92630, United States of America (hereinafter referred to as **ASSIGNEE**), is desirous of acquiring the entire right, title and interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefore in the United States and in any and all foreign countries.

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:** Be it known that in consideration of the payment by **ASSIGNEE** to **ASSIGNORS** of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, **ASSIGNORS** hereby sell, assign and transfer to **ASSIGNEE** their entire right, title and interest to said Application and to the invention disclosed therein in the United States and its territorial possessions and in the foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by a subsequent utility patent application or any continuation, continuation-in-part, division, renewal, substitute or reissue thereof or any legal equivalent thereof in any foreign country for the full term or terms for which the same may be granted, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said invention in any country or countries foreign to the United States, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals, and reissues thereof; and **ASSIGNORS** hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to **ASSIGNEE**.

**ASSIGNORS** hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

**ASSIGNORS** further covenant that **ASSIGNEE** will, upon the request of either of them, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to **ASSIGNORS** and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to **ASSIGNEE** or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in the United

States of America and in any foreign country which may be necessary or desirable to carry out the purposes thereof.

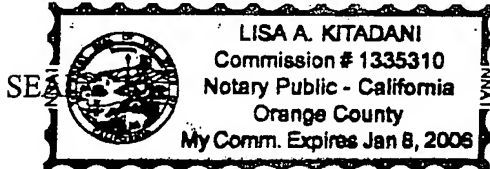
IN WITNESS WHEREOF, I have hereunto set hand and seal this  
9<sup>th</sup> day of January, 2001. 2003 uc  
1/9/03

Wenjie LI  
Wenjie LI

State of CA )  
County of ORANGE ) ss.:

On this 9<sup>th</sup> day of January, 2001, before me, LISA A. KITADANI,  
a Notary Public in and for the State and County aforesaid,  
personally appeared Wenjie LI, /    / personally known to me; or / X / proved to me on the basis  
of satisfactory evidence to be the person whose name is subscribed to the within instrument, and  
acknowledged to me that he executed the same in his authorized capacity, and that by his  
signature on the instrument the person, or the entity upon behalf of which the person acted,  
executed the instrument.

WITNESS my hand and official seal:



Lisa A. Kitadani  
Notary Public

IN WITNESS WHEREOF, I have hereunto set hand and seal this  
16<sup>th</sup> day of January, 2003

Edward ALOSIO  
Edward ALOSIO

State of California )  
County of Orange ) ss.:

On this 16<sup>th</sup> day of January, 2003, before me, Krystal  
Ghalbi, a Notary Public in and for the State and County aforesaid,  
personally appeared Edward ALOSIO, /    / personally known to me; or / X / proved to me on  
the basis of satisfactory evidence to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that he executed the same in his authorized capacity, and  
that by his signature on the instrument the person, or the entity upon behalf of which the person

acted, executed the instrument.

WITNESS my hand and official seal:

SEAL:



Notary Public

IN WITNESS WHEREOF, I have hereunto set hand and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 2001.

David A. RUTOLO, Jr.

State of CALIF,  
County of ORANGE ) ss.:  
\_\_\_\_\_

On this 16 day of JAN, 2003, before me, MURRAY S  
SHERMAN, a Notary Public in and for the State and County aforesaid,  
personally appeared **David A. RUTOLO, Jr.**, /\_/\_/ personally known to me; or ~~or~~ proved to me  
on the basis of satisfactory evidence to be the person whose name is subscribed to the within  
instrument, and acknowledged to me that he executed the same in his authorized capacity, and  
that by his signature on the instrument the person, or the entity upon behalf of which the person  
acted, executed the instrument.

WITNESS my hand and official seal:

SEAL:

Notary Public

